

July 12, 2010

GLORIA L. FRANKLIN, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



MELODIE A. WHITSON (CA SBN 253092)
PITE DUNCAN, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
Telephone: (858) 750-7600
Facsimile: (619) 590-1385

Signed: July 09, 2010

Attorneys for WELLS FARGO BANK, NA


ALAN JAROSLOVSKY
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - SANTA ROSA DIVISION

In re

BRIAN EUGENE BAKER,

Case No. 10-10091-AJ

Chapter 7

R.S. No. MAW-1887

ORDER GRANTING MOTION FOR
RELIEF FROM AUTOMATIC STAY

DATE: May 13, 2010

TIME: 9:00 a.m.

Debtor(s).

Northern District of California - Santa Rosa
Division
United States Bankruptcy Court
99 South "E" Street
Santa Rosa, CA 95404-6524

The above-captioned matter came on for hearing on May 13, 2010 at 9:00 a.m., upon the Motion of Wells Fargo Bank, NA ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Brian Eugene Baker ("Debtor") commonly known as 1243 Maple Pines Avenue, North Las Vegas, Nevada 89081 (the "Real Property"), which is legally described as follows:

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1 LOT TWENTY-SIX (26) OF THE 2ND AMENDED PLAT OF
2 PORTIONS OF CENTENNIAL BRUCE WEST 40 – UNIT 1, AS
3 SHOWN BY MAP THEREOF ON FILE IN BOOK 131 OF
4 PLATS, PAGE 85, IN THE OFFICE OF THE COUNTY
5 RECORDER OF CLARK COUNTY, NEVADA.

6 Appearances as noted on the record.

7 Based on the arguments of counsel, and good cause appearing therefor,

8 IT IS HEREBY ORDERED:

9 1. The automatic stay of 11 U.S.C. § 362, is hereby terminated as it applies to the
10 enforcement by Movant of all of its rights in the Real Property under Note and Deed of Trust;

11 2. Movant is authorized to foreclose its security interest in the Real Property under
12 the terms of the Note and Deed of Trust, and pursuant to applicable state law;

13 3. The 14-day stay provided by Bankruptcy Rule 4001 (a)(3) is waived;

14 4. Post-petition attorneys' fees and costs for the within motion may be added to the
15 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

16 5. Upon foreclosure, in the event Debtor fails to vacate the Real Property, Movant
17 may proceed in State Court for unlawful detainer pursuant to applicable state law; and

18 6. Movant may offer and provide Debtor with information re: a potential
19 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss
20 Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may
21 not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal
22 liability is discharged in this bankruptcy case;

23 7. This Order shall be binding and effective despite any conversion of this
24 bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

25 ** END OF ORDER **
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